



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 07, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 November 7, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AMENDMENT 2 TO CONTRACT NO. 77218
LANDSCAPE MAINTENANCE SERVICES IN THE
WEST AREA OF LOS ANGELES COUNTY
(SUPERVISORIAL DISTRICTS 3 AND 5)
(3 VOTES)**

SUBJECT

This action is to amend the contract for Landscape Maintenance Services - West Area to include the landscaping services for Tujunga Wash Greenway Phase II.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment 2 to Contract No. 77218 with Stay-Green, Inc., for Landscape Services - West Area commencing upon the Board's approval, to increase the annual sum by \$11,529 for the current term from \$51,774 to \$63,303, which includes \$5,800 to cover estimated debris disposal fees; and to increase the annual sum by \$40,224 for the subsequent optional contract terms, if exercised, from \$51,774 to \$91,998, which includes \$8,400 to cover estimated debris disposal fees.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to amend the existing contract to include landscape maintenance services at Tujunga Wash Greenway Phase II from Vanowen Street to Sherman Way (left and right bank). The Department of Public Works (Public Works) recently completed the construction of the Tujunga Wash Greenway Phase II Project, and the site was opened for public use starting August 15, 2012. This site's landscape maintenance services is being added to Landscape Maintenance - West Area contract to ensure a trash free and well maintained area for public use.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This amendment will increase the contract sum by \$11,529 for the current term from \$51,774 to \$63,303, which includes \$5,800 to cover estimated debris disposal fees; and to increase the annual sum by \$40,224 for the subsequent optional contract terms, if exercised, from \$51,774 to \$91,998, which includes \$8,400 to cover estimated debris disposal fees.

Funding for these additional services is included in the Fiscal Year 2012-13 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget.

Funds for the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 12, 2010, Agenda Item 30, the Board approved Contract No. 77218 with Wurzel Landscape, located in Studio City, California, for Landscape Maintenance Services - West Area authorizing annual contract expenditures of \$51,774 plus \$5,000 to cover estimated debris disposal fees with a potential maximum sum of \$283,870. The contract was for an initial one-year period with four 1-year renewal options for a maximum contract term of five years. The contract is currently in its first optional year. All terms, conditions, requirements, prices, and specifications of the contract will remain unchanged.

On January 10, 2012, pursuant to authority delegated to the Director of Public Works (Director) or

her designee, Amendment 1 was executed, approving the merger of Wurzel Landscape, with Stay-Green, Inc., wherein Wurzel Landscape delegated its duties, obligations, rights, and liabilities under this contract to Stay Green, Inc.; and Stay-Green, Inc., accepted Wurzel Landscape duties, obligations, rights and liabilities, without limitation.

The amendment, which is substantially reflected in the enclosed form, will add the extended service area of Tujunga Wash Greenway Phase II under the contract's current terms, specifications, and conditions. The Director or her designee will execute the amendment in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to these contracts, as County employees can perform these contracted services. These contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Pursuant to the applicable memorandum of understanding, the appropriate union was notified on September 13, 2012, of this recommended action to amend the contract. The union has not asked to meet with Public Works regarding this amendment.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contracted services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

11/7/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

AMENDMENT 2 TO CONTRACT NO. 77218

LANDSCAPE MAINTENANCE SERVICES – WEST AREA

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and STAY-GREEN, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 77218 was entered into between the COUNTY and the CONTRACTOR, on January 12, 2010, to provide landscape and grounds maintenance services for the designated sites of Calabasas Creek, Aliso Creek, East Canyon Channel, Chesebro Creek, Los Angeles River, and Santa Clarita Yard in the West County Area for a period of one year with four 1-year renewal options; and

WHEREAS, on January 10, 2012, Public Works enacted Amendment 1 to this Contract, approving the merger of Wurzel Landscape, which had entered into this contract with Public Works on January 12, 2010, with Stay-Green, Inc., wherein Wurzel Landscape delegated its duties, obligations, rights, and liabilities under this Contract to Stay-Green, Inc.; and Stay-Green, Inc., accepted Wurzel Landscape duties, obligations, rights and liabilities, without limitation; and

WHEREAS, Public Works recently completed the construction of the Tujunga Wash Greenway Phase II Project and the site has been opened for the public use starting August 15, 2012. This site's landscape maintenance services is being added to this Landscape Maintenance - West Area contract to ensure a trash free and well maintained area for public use; and

WHEREAS, the CONTRACTOR is willing to perform landscape maintenance services in the extended service area of Tujunga Wash Greenway, under all terms set forth in this Contract, as amended, at the rates provided in the attached Form PW-2.2, Supplemental Schedule of Prices; and Form LW-8.2, Supplemental Cost Methodology.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76679 between them shall be amended as follows:

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FIRST: Exhibit A, Scope of Work, Section B, Work Location for West Area, on page A.3. has been amended adding the below section:

13. Tujunga Wash Greenway Phase II – From Vanowen Street to Sherman Way (left and right bank).

- a. Total Area: 355,500 square feet
- b. Planting Area: 268,000 square feet (included in the Total Area)
- c. Stream & Pond Area: 22,800 square feet (included in the Total Area, but not in the Planting Area)

SECOND: Exhibit A, Scope of Work. Section C,5 Work Description, on page A.6, has been amended adding the below section:

d. Stream and Pond areas:

Contractor shall remove all weeds from stream and pond areas that are not aquatic/emergent wetland plants planted in the Tujunga Wash Phase II. Attachment H lists the native plants planted in the Tujunga Wash Phase II.

THIRD: In Exhibit E, West Area Maps, Exhibit E.1, has been added to reflect the extended service area of Tujunga Wash Greenway Phase II.

FOURTH: The total additional monthly cost for providing the extended service area of Tujunga Wash Greenway Phase II will be \$2,652 per month.

FIFTH: This AMENDMENT will increase the contract's annual sum by \$11,529 for the current term from \$51,774 to \$63,303, which includes \$5,800 to cover estimated debris disposal fees; and will increase the contract's annual sum by \$40,224, which includes \$8,400 to cover estimated debris disposal fees, for the subsequent optional contract terms, if exercised, from \$51,774 to \$91,998, or such greater amount as the Board may approve (Maximum Contract Sum).

SIXTH: Form PW-2.2, Supplemental Schedule of Prices; and Form LW-8.2, Supplemental Cost Methodology, are reflected in the attachments to this AMENDMENT and provide the rates for the extended service area of Tujunga Wash Greenway Phase II.

SEVENTH: The following provision is incorporated into the Contract, Exhibit B, Section 4.T:

T. County Contract Database/CARD

The COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a Contract term extension option.

EIGHTH: This Amendment shall commence upon Board's approval.

NINTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, and specifications of the Contract, as amended shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

STAY-GREEN, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name